

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3638184

| | | |
|---|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | LOOKSMART, LTD. | 03/06/2015 |
| RECEIVING PARTY DATA | | |
| Name: | LOOKSMART GROUP, INC. | |
| Street Address: | 2850 WEST HORIZON RIDGE PKWY | |
| Internal Address: | SUITE 200 | |
| City: | HENDERSON | |
| State/Country: | NEVADA | |
| Postal Code: | 89052 | |
| PROPERTY NUMBERS Total: 3 | | |
| | Property Type | Number |
| | Patent Number: | 7356530 |
| | Patent Number: | 7725464 |
| | Patent Number: | 8086601 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (803)216-7853 | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 917-566-1003 | |
| Email: | legal@tmthepspot.com | |
| Correspondent Name: | LAURIE MARSHALL | |
| Address Line 1: | 562 WEST END AVE | |
| Address Line 2: | SUITE 4A | |
| Address Line 4: | NEW YORK, NEW YORK 10024 | |
| NAME OF SUBMITTER: | LAURIE MARSHALL | |
| SIGNATURE: | /Laurie Marshall/ | |
| DATE SIGNED: | 12/01/2015 | |
| Total Attachments: 4 | | |
| source=Looksmart LTD to Looksmart Group PT executed#page1.tif | | |
| source=Looksmart LTD to Looksmart Group PT executed#page2.tif | | |
| source=Looksmart LTD to Looksmart Group PT executed#page3.tif | | |

PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is effective on March 6, 2015 by and between Looksmart, Ltd., a Delaware corporation, having its principal place of business at 55 Second Street, 7th Floor, San Francisco, California 94105, U.S.A. (hereinafter "Assignor"), and Looksmart Group, Inc., a Nevada corporation, having its principal place of business at 2850 West Horizon Ridge Parkway Suite 200, Henderson, NV 89052, U.S.A. (hereinafter "Assignee").

WHEREAS, Assignor presently owns the right, title and interest in and to each such issued patents and pending patent applications listed in Schedule A, each invention described therein, and all related and corresponding rights in any jurisdiction in the world (collectively, the "Patents"); and

WHEREAS, Assignor agrees to assign, transfer and convey all of its right, title and interest in and to the Patents (as defined in Schedule A attached hereto and made a part of this Assignment);

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to: (a) the Patents, any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. § 120, including all divisionals, continuations, continuations-in-part, reissues and reexaminations thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefore, and (b) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of any of the Patents prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made,

and Assignor shall not contest Assignee's ownership of the Patents, including in any claim, action, arbitration, suit, inquiry or proceeding.

2. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to issue the same to Assignee in accordance with the terms of this Assignment and to record Assignee as owner of the Patents, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. No Conflicts. Assignor hereby covenants and agrees that it has the full right to convey its entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

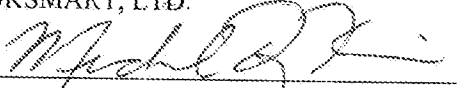
4. Further Assurances. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, without any additional consideration, any facts known to it respecting the Patents, testify in any legal proceeding relating to the Patents, execute or cause its current or former employees or contractors to execute, as applicable, all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything reasonably possible to aid the Assignee or its successors, legal representatives and assigns, to obtain and enforce proper protection for the Patents in all countries and to record Assignee as owner of the Patents, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. The cost of recording and registering ownership rights in the Patents shall be borne solely by Assignee, its successors and assigns.

5. Miscellaneous. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware without regard to its conflicts of law principles.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first set forth above.

LOOKSMART, LTD.

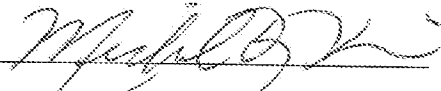
By: 

Name: Michael Onghai

Title: Chief Executive Officer

Assignment Accepted by:

LOOKSMART GROUP, INC.

By: 

Name: Michael Onghai

Title: President

Schedule A
Looksmart, Ltd. to Looksmart Group, Inc.
Patent List

1. U.S. Patent No. 7356530, USSN 09/757435 entitled Systems and Methods of Retrieving Relevant Information.
2. U.S. Patent No. 7725464, USSN 11/535958 entitled Collection and Delivery of Internet Ads
3. U.S. Patent No. 8086601, USSN 12/031553 entitled Systems and Methods of Retrieving Relevant Information.